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the grantors, and if there is no exact precedent for the relief to be granted, the court will devise a remedy.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 852-855; Dec. Dig. § 191.*]

9. Contracts (§ 208*)—Construction—Equities.—Where a contract for the support of grantors by the grantee of land did not expressly require them, in order to secure the support, to remain upon the land, the court will construe the contract strictly against the grantee who has breached the contract, and will not require the grantors to remain upon the land.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 929-935; Dec. Dig. § 208.*]

DAVY POCAHONTAS COAL CO. *v.* KAYLOR.

Jan. 13, 1916.

[87 S. E. 549.]

1. Brokers (§ 7*)—Contracts—Construction.—A contract whereby plaintiff was made sales agent for the defendant coal company provided that the tonnage to be furnished and delivered plaintiff should be based upon 50 per cent. of the total output of commercial coal mined, but that, in event plaintiff should be unable to sell and dispose of 50 per cent. of the total output, then the coal company might market that portion of which plaintiff could not dispose in other territory free from plaintiff's claims for commission. The contract also provided that, if plaintiff could dispose of a greater percentage than 50 per cent. of the output, and the coal company could furnish the increase, it agreed to do so, in which case plaintiff should receive the same commission as he was entitled to under the contract. The contract gave plaintiff exclusive agency in a designated territory. Held, that plaintiff was entitled to dispose of 50 per cent. of the output of the coal company, and more if it could furnish it, and, in case of his failure to dispose of the coal, the coal company was entitled to dispose of such residue only in territory outside of that in which plaintiff had the exclusive agency.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. §§ 5-8; Dec. Dig. 7.* 2 Va.-W. Va. Enc. Dig. 633.]

2. Brokers (§ 63*)—Compensation—Right to.—Where an agent of a coal company under an agreement that it should pay him a stipulated commission, negotiated sales with another concern, he is entitled to his commission on such sales, though the company for some reason did not deliver the coal.

[Ed. Note.—For other cases, see Brokers, Cent. Dig. §§ 79, 81, 94-96; Dec. Dig. 63.* 2 Va.-W. Va. Enc. Dig. 638.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

Error to Circuit Court of City of Norfolk.

Action by C. M. Kaylor against the Davy Pocahontas Coal Company. There was a judgment for plaintiff, and defendant brings error, while plaintiff assigns cross-error. Affirmed.

Loyall, Taylor & White, of Norfolk, for plaintiff in error.

Mann & Tyler, of Norfolk, for defendant in error.

KAYLOR v. DAVY POCAHONTAS COAL CO.

Jan. 13, 1916.

[87 S. E. 551.]

1. Attachment (§ 20*)—Issuance—Additional Writs.—Code 1904 § 2959, provides that the plaintiff at the time of, or after, the institution of any action at law for the recovery of damages or breach of contract, may sue out an attachment upon making the required affidavit. Section 2966 provides for additional attachments upon the original affidavit. Held, that the issuance of one attachment in an action at law does not exhaust that remedy, and additional attachments may be issued during the pendency of the suit when other property is discovered.

[Ed. Note.—For other cases, see Attachment, Cent. Dig. 52, 53; Dec. Dig. 20.* 2 Va.-W. Va. Enc. Dig. 91.]

2. Attachment (§ 192*)—Bond—Release of Property.—Code 1904, § 2972, declares that property levied on or seized under an attachment may be retained by or returned to, the person in whose possession it was on his giving bond with condition to have the same forthcoming as the court may require, or the defendant against whom the claim is made, by giving bond with condition to perform the judgment or decree, may release from any attachment the whole of the estate attached. Section 2974 provides that on an attachment the defendant may, upon giving bond double in value of his estate, release his whole estate from attachment. The defendant whose property was attached gave a bond under section 2972 to perform the judgment of the court, whereby all of the attached property was released. Held, that the giving of such bond did not, as the statutes contemplated additional attachment, prevent plaintiff, upon discovering other property and ascertaining that his claim had been too low, from suing out additional attachments.

[Ed. Note.—For other cases, see Attachment, Cent. Dig. §§ 637-639; Dec. Dig. § 192.* 2 Va.-W. Va. Enc. Dig. 97.]

3. Attachment (§ 269*)—Dissolution—Determination of Main Suit.—After verdict for plaintiff, and while motions for new trial were pending, plaintiff sued out a second attachment, which was made returnable to the next term. Before the attachment was returned judg-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.